

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

WILLIAM and CYNTHIA KLUDAS,

Plaintiffs,

v.

PRICE PFISTER, INC.,

Defendant.

CASE NO. C04-580JLR

ORDER

**I. INTRODUCTION**

This matter comes before the court on Plaintiffs' motion for summary judgment. (Dkt. # 29). Neither party has requested oral argument. Having read and considered all papers filed in support of and in opposition to Plaintiffs' motion, the court DENIES Plaintiffs' motion for the reasons stated below.

**II. BACKGROUND**

Plaintiffs brought this action to recover damages to their home and personal property that resulted from a leak in a faucet that Defendant Price Pfister, Inc. ("Price Pfister") manufactured. Price Pfister admits that its faucet caused a flood that damaged Plaintiffs' property.

1 This motion concerns the damage to Plaintiffs' personal property. Plaintiffs  
2 compiled an inventory of personal property that had been either damaged or destroyed in  
3 the flood. They submitted the inventory to their insurance company, who assisted them  
4 in arriving at an estimate of their damages. Plaintiffs and the insurance company  
5 collaborated to produce a 457-item spreadsheet that set forth the cost of repair for  
6 personal property that was repairable, and set forth the replacement value for personal  
7 property that was not repairable. To determine replacement value, the insurance  
8 company used information from "Insurance World," a third-party entity that provides  
9 replacement values for household goods.  
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11 Plaintiffs contend that the spreadsheet establishes that total repair costs and  
12 replacement costs for their personal property are \$277,712.89. They seek summary  
13 judgment for that amount.  
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### 15 III. DISCUSSION

16 In reviewing Plaintiffs' motion for summary judgment, the court must draw all  
17 inferences from the admissible evidence in the light most favorable to the non-moving  
18 party. Addisu v. Fred Meyer, Inc., 198 F.3d 1130, 1134 (9th Cir. 2000). Summary  
19 judgment is proper where there is no genuine issue of material fact and the moving party  
20 is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(c). The moving party bears  
21 the initial burden to demonstrate the absence of a genuine issue of material fact. Celotex  
22 Corp. v. Catrett, 477 U.S. 317, 323 (1986). Once the moving party has met its burden,  
23 the opposing party must show that there is a genuine issue of fact for trial. Matsushita  
24 Elect. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 586-87 (1986). The opposing  
25 party must present significant and probative evidence to support its claim or defense.  
26 Intel Corp. v. Hartford Accident & Indem. Co., 952 F.2d 1551, 1558 (9th Cir. 1991).  
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1 Where a question presented is purely legal, summary judgment is appropriate without  
2 deference to the non-moving party.

3 The court denies Plaintiffs' motion because the 457-item spreadsheet is  
4 insufficient to carry Plaintiffs' burden to prove damages. Although Plaintiffs have  
5 presented the spreadsheet as evidence, they have provided no admissible evidence to  
6 explain the computation of damages in the spreadsheet. Plaintiffs present minimal  
7 evidence explaining how they compiled the spreadsheet, what each column of data  
8 means, and how that data was translated into a claim for damages. Although Plaintiffs  
9 need not necessarily explain every entry in the spreadsheet, they must do more than  
10 simply attach the unadorned spreadsheet to a summary judgment motion. Without a  
11 declaration from a person or persons qualified to explain the spreadsheet, the court  
12 cannot determine on summary judgment if it provides an accurate estimate of Plaintiffs'  
13 damages.<sup>1</sup>  
14

15 Although the court cannot grant summary judgment on Plaintiffs' damages, one  
16 legal question that the parties raise is ripe for summary disposition: whether Plaintiffs  
17 are automatically entitled to obtain the replacement value of much of their personal  
18 property. Under Washington law, market value is the ordinary measure of damages for  
19 personal property that is a total loss as a result of negligence. McCurdy v. Union Pac.  
20 R.R. Co., 413 P.2d 617, 623 (Wash. 1966). Replacement cost is the measure of damages  
21 only if the property has no market value. Id. As a general rule, "such things as family  
22 photographs, writings, antiques, clothing, paintings, plans of architects, engineers, etc.,"  
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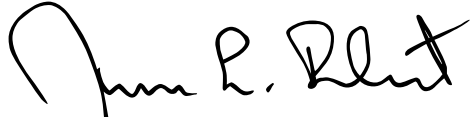
25 <sup>1</sup>If Plaintiffs choose to provide additional evidence in support of the spreadsheet, they  
26 must provide some evidence that would permit the court to determine if the estimates of  
27 replacement value from Insurance World are reliable estimates of the value of their property. On  
28 the record before the court, Plaintiffs' testimony indicates that even they do not necessarily  
believe that the Insurance World estimates are accurate.

1 have no market value. Id.; see also Kimball v. Betts, 169 P. 849, 850 (Wash. 1918).  
2 Plaintiffs treat this general rule as an absolute prohibition on establishing a market value  
3 for their personal property. E.g., Pltfs.' Reply at 3 (incorrectly stating that "the  
4 Washington Supreme Court has held that there is, as a matter of law, no market value for  
5 the items of personal property" for which Plaintiffs seek damages). The law does not  
6 support Plaintiffs' interpretation. Although Plaintiffs need not prove that their household  
7 goods "have no market value as a condition precedent to the right to introduce proof of  
8 actual value" (Kimball, 169 P. at 850), Price Pfister retains the right to present evidence  
9 that particular items in Plaintiffs' inventory have market value. McCurdy, 413 P.2d at  
10 623.  
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#### 12 IV. CONCLUSION

13 For the reasons stated above, the court DENIES Plaintiffs' motion for summary  
14 judgment.  
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16 DATED this 25th day of May, 2005.

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20 JAMES L. ROBERT  
21 United States District Judge  
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